

# **State of Delaware**

## **Ultra Low Sulfur Diesel**

### **Invitation to Bid**

**Contract No. GSS11550-ULSD**

**September 14, 2011**

***- Deadline to Respond -  
October 4, 2011  
1:00 PM (Local Time)***

**CONTRACT NO. GSS11550-ULSD**

**ALL BIDDERS:**

The enclosed packet contains an "INVITATION TO BID" for Ultra Low Sulfur Diesel. The invitation consists of the following documents:

**INVITATION TO BID - CONTRACT NO. GSS11550-ULSD**

- 1 DEFINITIONS and GENERAL PROVISIONS
  - 2 SPECIAL PROVISIONS and SPECIFICATIONS
  - 3 BID QUOTATION REPLY SECTION
    - A – PROPOSAL REPLY REQUIREMENTS
    - B – NO BID REPLY FORM
    - C – NON-COLLUSION STATEMENT AND ACCEPTANCE
    - D – OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE (OMWBE) APPLICATION
    - E – SUBCONTRACTOR INFORMATION FORM
    - F – ITB EXCEPTIONS
    - G – CONFIDENTIAL INFORMATION FORM
- ADDITIONAL MATERIALS (available at [www.bids.delaware.gov](http://www.bids.delaware.gov) )
- APPENDIX A – TANK SIZES AND ESTIMATED UTILIZATION
- APPENDIX B – PRICING SPREADSHEET
- APPENDIX C – ACTUAL FISCAL YEAR 2011 CONTRACT USAGE

In order for your bid to be considered, the bid quotation reply section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number, by Tuesday, October 4, 2011 at 1:00 PM (Local Time).

**Bids shall be submitted to:**

**STATE OF DELAWARE  
GOVERNMENT SUPPORT SERVICES  
CONTRACTING SECTION  
100 ENTERPRISE PLACE - SUITE 4  
DOVER, DE 19904-8202**

Please review and follow the information and instructions contained in the general and special provisions section of the invitation. Should you need additional information, please contact Peter Korolyk at [peter.korolyk@state.de.us](mailto:peter.korolyk@state.de.us) or at 302-857-4559.

S:\11550 ITB

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

**GOVERNMENT SUPPORT SERVICES**

DEFINITIONS  
AND  
GENERAL PROVISIONS

The attached Definitions and General Provisions apply to all contracts and are part of each invitation to bid. The requirement to furnish a bid bond and performance bond is applicable unless waived in the Special Provisions. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Bidders or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.

## **DEFINITIONS**

Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

**STATE**: The State of Delaware

**AGENCY**: State Agency as noted on cover sheet.

**DESIGNATED OFFICIAL**: The agent authorized to act for the Agency.

**BID INVITATION**: The "bid invitation" or "invitation to bid" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

**GENERAL PROVISIONS**: General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to vendors.

**SPECIAL PROVISIONS**: Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

**BIDDER OR VENDOR**: Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

**PROPOSAL**: The offer of the bidder submitted on the approved form and setting forth the bidder's prices for performing the work or supplying the material or equipment described in the specifications.

**SURETY**: The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the contractor's payments of all debts pertaining to and for its acceptable performance of the work for which it has contracted.

**BIDDER'S DEPOSIT**: The security designated in the proposal to be furnished by the bidder as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to the bidder.

**CONTRACT**: The written agreement covering the furnishing and delivery of material or work to be performed.

**CONTRACTOR**: Any individual, firm, or corporation with whom a contract is made by the Agency.

**CONTRACT BOND**: The approved form of security furnished by the contractors and its surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

**LOCAL TIME**: Eastern Standard Time/Eastern Daylight Time

## SECTION A - GENERAL PROVISIONS

1. **BID INVITATION:**

See "Definitions".

2. **PROPOSAL FORMS:**

The invitation to bid shall contain pre-printed forms for use by the vendor in submitting its bid. The forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, etc.

3. **INTERPRETATION OF ESTIMATES:**

- a. The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal form are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.
- b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.

4. **SILENCE OF SPECIFICATIONS:**

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

5. **EXAMINATION OF SPECIFICATIONS AND PROVISIONS:**

The bidder shall examine carefully the proposal and the contract forms for the material contemplated. The bidder shall investigate and satisfy itself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of the Special Provisions and the contract. The submission of a proposal shall be conclusive evidence that the bidder has made examination of the aforementioned conditions.

6. **PREPARATION OF PROPOSAL:**

- a. The bidder's proposal shall be written in ink or typewritten on the form provided.
- b. If items are listed with a zero quantity, bidder shall state unit price **ONLY** (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.

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7. **PRICES QUOTED:**

The prices quoted are those for which the material will be furnished F.O.B. Ordering Agency and include all charges that may be imposed during the period of the contract.

**All prices must be quoted in U.S. Dollars.**

8. **DISCOUNT:**

No qualifying letter or statements in or attached to the proposal, or separate discounts will be considered in determining the low bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into unit bid price(s).

9. **SAMPLES OR BROCHURES:**

Samples or brochures may be required by the agency for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.

10. **PROPOSAL GUARANTY; BID BOND:**

- a. Each bidder shall submit with its proposal a guaranty in sum equal to at least 10% of the total value of its bid, according to Delaware Code Title 29, Section 6927(a).
- b. This bid bond shall be submitted in the form of good and sufficient bond drawn upon an insurance or bonding company authorized to do business in the State of Delaware, to the State of Delaware for the benefit of the Agency, or a certified check drawn on a reputable banking institution and made payable to the Agency in the requirement amount. If Agency bond form is not utilized, the substituted bond forms must conform to the minimum of conditions specified in the Agency bond form.

11. **DELIVERY OF PROPOSALS:**

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the bidder as well as the designation of the contract. Proposals forwarded by U.S. Mail shall be sent first class to the address listed below. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the address listed below. All bids must clearly display the bid number on the envelope.

**STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services, Contracting Section  
100 Enterprise Place – Suite 4  
Dover, DE 19904-8202**

All proposals will be accepted at the time and place set in the advertisement. Bidder bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.

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**12. WITHDRAWAL OF PROPOSALS:**

A bidder may withdraw its proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

**13. PUBLIC OPENING OF PROPOSALS:**

The bids shall be publicly opened at the time and place specified by the Agency. Bidders or their authorized representatives are invited to be present.

**14. PUBLIC INSPECTION OF PROPOSALS:**

If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions. The bidder shall include with this designation a statement that explains and supports the firm's claim that the bid items identified as confidential contain trade secrets or other proprietary data.

**15. DISQUALIFICATION OF BIDDERS:**

Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of its proposal or proposals:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among bidders.
- c. Unsatisfactory performance record as evidenced by past experience.
- d. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- e. If there are any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- f. Non-attendance of mandatory pre-bid meetings may be cause of disqualification.

**16. ADDENDA TO THE ITB:**

If it becomes necessary to revise any part of this ITB, revisions will be posted at <http://bids.delaware.gov/> . By submitting an offer to the State, vendors have acknowledged receipt, understanding and commitment to comply with all materials, revisions, and addenda related to the Invitation to Bid.

Oral explanations or instructions will not be binding.

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**SECTION B - AWARD AND EXECUTION OF CONTRACT**

**1. CONSIDERATION OF BIDS:**

- a. After the proposals have been opened, the bids will be tabulated and the results will be made available to the public. Tabulations of the bids will be based on the correct summation of items at the unit price bid.
- b. The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to advertise for new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of the State will be promoted thereby.

**2. MATERIAL GUARANTY:**

Before any contract is awarded, the successful bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

**3. CONTRACT AWARD:**

Within thirty days from the date of opening proposals, the contract will be awarded or the proposals rejected.

**4. EXECUTION OF CONTRACT:**

- a. The bidder to whom the award is made shall execute a formal contract and bond within twenty days after date of official notice of the award of the contract.
- b. If the successful bidder fails to execute the required contract and bond, as aforesaid, within twenty days after the date of official notice of the award of the contract, its proposal guaranty shall immediately become forfeited as liquidated damages. Award will then be made to the next lowest qualified bidder of the work or re-advertised, as the Agency may decide.

**5. REQUIREMENT OF CONTRACT BOND:**

- a. Successful bidders shall furnish bond, simultaneously with the execution of the formal contract, to the State of Delaware for the benefit of the Agency with surety in the amount of 100% of the total contract award or as otherwise provided in the Special Provisions. Said bonds shall be conditioned upon the faithful performance of the contract.
- b. The bond forms shall be provided by the Agency and the surety shall be acceptable to the Agency.

**6. WARRANTY:**

The successful bidder(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.



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7. **THE CONTRACT(S):**

The contract(s) with the successful bidder(s) will be executed with the Office of Management and Budget, Government Support Services acting for all participating agencies.

8. **RETURN OF BIDDER'S DEPOSIT:**

The deposits shall be returned to the successful bidder upon the execution of the formal contract. The deposits of unsuccessful bidders shall be returned to them immediately upon the awarding of the contract or rejection of their bids.

9. **INFORMATION REQUIREMENT:**

The successful bidder's shall be required to advise the Office of Management and Budget, Government Support Services of the gross amount of purchases made as a result of the contract.

10. **CONTRACT EXTENSION:**

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months.

11. **TERMINATION FOR CONVENIENCE:**

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of termination.

12. **TERMINATION FOR CAUSE:**

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

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**SECTION C - GENERAL**

1. **AUTHORITY OF AGENCY:**

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the Agency shall be final and binding.

2. **LAWS TO BE OBSERVED:**

The contractor is presumed to know and shall strictly comply with all National, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The contractor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by itself or by its employees.

3. **PERMITS AND LICENSES:**

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the contractor at its own expense.

4. **PATENTED DEVICES, MATERIAL AND PROCESSES:**

- a. The contractor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.
- b. The contractor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

5. **EMERGENCY TERMINATION OF CONTRACT:**

- a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- b. In the event the contractor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

6. **TAX EXEMPTION:**

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.

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- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the contractor. Each bidder shall take its exemption into account in calculating its bid for its work.

7. **OR EQUAL (PRODUCTS BY NAME):**

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

8. **BID EVALUATION AND AWARD:**

The Office of Management and Budget, Government Support Services will award this contract to the lowest responsible bidder(s) which in their judgment best serves the interest of the State of Delaware in accordance with Delaware Code Title 29, Section 6923(k). Personnel with experience and technical background may be utilized by the Office of Management and Budget, Government Support Services in making judgment. In case of error in price extension, the unit price(s) shall prevail.

9. **INVOICING:**

After the awards are made, the agencies participating in the bid may forward their purchase orders to the successful bidder(s) in accordance with State Purchasing Procedures. The State will generate a payment voucher upon receipt of an invoice from the vendor.

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**SECTION D - EQUAL OPPORTUNITY**

**1. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS:**

During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, creed, color, sex, age, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, or national origin.
- c. The term "contractor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

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ULTRA LOW SULFUR DIESEL  
SPECIAL PROVISIONS

1. **CONTRACT REQUIREMENTS:**

This contract will be issued to cover the Ultra Low Sulfur Diesel requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, Municipality or Volunteer Fire Company.

2. **MANDATORY USE CONTRACT:**

**REF: Title 29, Chapter 6911(d) Delaware Code.** Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

3. **CONTRACT PERIOD:**

Each vendor's contract shall be valid for two (2) years from October 15, 2011 through October 14, 2013. Each contract may be renewed for three (3) additional one (1) year extension periods through negotiation between the contractor and Government Support Services. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

4. **PRICES:**

Prices shall be **net** per gallon FOB agency storage tanks.

Prices quoted for the Ultra Low Sulfur Diesel fuel shall be on a per gallon basis. The price shall correspond to the daily closing **UNBRANDED RACK AVG** posting for **ULSD** for the Philadelphia Harbor under the "OPIS Gross No. 2 Distillate Prices" as published in the OPIS.

Added to the daily index shall be the delivery charge per gallon for each particular zone. **The delivery charge shall remain firm for the duration of the contract.** NO additional fuel delivery surcharges will be added to the fuel invoices submitted by the vendor.

After award, Government Support Services reserves the right to switch to fixed-price by mutual agreement.

The invoiced price shall be the price in effect on the date of delivery. In the event that a delivery is late at the fault of the vendor, the ordering agency at its option may request that the invoice reflect the daily index price for the promised delivery date rather than the actual delivery date had the index gone up during that time period.

**NOTE:** If delivery is made on a weekend, and the weekend is a holiday, the price per gallon shall be based on the previous day.

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4. **PRICING:** (Continued)

The bid quotation response shall reflect the **UNBRANDED RACK AVG** (referenced as UBD on the OPIS report) posting for **ULSD** for the Philadelphia Harbor under the “OPIS Gross Ultra Low Sulfur Distillate Prices, No. 2” as published in the OPIS for **Wednesday, September 7th, 2011**. The final report price report, also referred to as the “OPIS Closing Benchmark File” is typically issued after 5:00 pm.

Your invoiced price **SHALL** be exclusive of all Federal and State taxes, with the exception of the Following:

**Delaware Hazardous Substance Clean-Up Tax** – This tax shall be billed as a separate line item on all invoices. The current rate is 0.9% or (.009). This tax is on the total dollar amount of the invoice, not on the per gallon price (.009 X amount of invoice).

**The Federal Leaking Underground Storage Tank Tax** – This tax shall be billed as a separate line item on all invoices. The current rate is 0.1% or 0.0010 per gallon. This tax only applies, if you have an underground storage tank.

**The National Oilheat Research Alliance (NORA) Tax.** The fee is only due on fuel used for oil heat that is defined in the law as being used for non industrial commercial or residential space or hot water heating. The fee is due on sales to consumers who use the fuel to heat space, whether by forced air or boilers, or water. The tax is on the per gallon price. The tax shall be billed as a separate line item on all invoices. The current rate is \$.002 per gallon (2/10 of a cent or twenty points).

5. **Delivery Price:**

The delivery prices quoted regardless of quantity and method shall be on a per gallon basis and will include delivery to the locations listed in **Appendix A** and shall remain firm for the duration of the contract. It should be understood that there might be tanks to be serviced which do not appear on the list.

**The State reserves the right to add or delete locations as deemed necessary.**

It is the contractor(s) responsibility to familiarize themselves with all the locations in their respective contracts. The contractor(s) will be required to have the proper personnel/equipment, to service the locations they were awarded.

**All prices quoted shall be in U.S. Dollars.**

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6. **PRICE ADJUSTMENT:**

If agreement is reached to extend this contract for the second, optional year, the Division of Government Support Services shall have the option of offering a determined price adjustment and shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

7. **SHIPPING TERMS:**

F.O.B. destination; freight pre-paid.

8. **QUANTITIES:**

The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal are best estimates and are given as a basis for the comparison of bids. Quantities ordered may be increased or decreased by any eligible agency as deemed necessary during the period of the contract.

9. **FUNDING OUT:**

The continuation of this contract is contingent upon funding appropriated by the legislature.

10. **BID BOND REQUIREMENT:**

The Bid Bond requirement has been waived.

11. **PERFORMANCE BOND REQUIREMENT:**

The Performance Bond requirement has been waived.

12. **MANDATORY INSURANCE REQUIREMENTS:**

A. Certificate of Insurance and/or copies of insurance policies for the following:

1. As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry Comprehensive General Liability and at least one of the other coverages depending on the type of service or product being delivered.

a. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

and

b. Medical/Professional Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

or

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c. Miscellaneous Errors and Omissions - \$1,000,000.00 per person/\$3,000,000 per occurrence.

or

d. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

- Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.
- Forty-five (45) days written notice of cancellation or material change of any policies is required.

**Administrator, Government Support Services**  
**Contract No. GSS11550-ULSD**  
**State of Delaware**  
**100 Enterprise Place, Suite 4**  
**Dover, DE 19904-8202**

**Note: The State of Delaware shall not be named as an additional insured.**

**13. BASIS OF AWARD:**

Government Support Services shall award this contract to the lowest responsible and responsive bidder(s) who best meets the terms and conditions of the bid. The award will be made on basis of price, product evaluation, and prior history of service and capability.

Government Support Services reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

**14. STATE OF DELAWARE BUSINESS LICENSE:**

Prior to receiving an award, the successful vendor shall either furnish Government Support Services with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899-8750 or by telephone to one of the following numbers: (302) 577-8201 - Public Service, (302) 577-8205 - Licensing Department.

Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.



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15. **HOLD HARMLESS:**

The successful bidder agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the successful bidder, its employees, and invitees on or about the premises and which arise out of the successful bidder's performance, or failure to perform as specified in the Agreement.

16. **OWNERSHIP OF INTELLECTUAL PROPERTY:**

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the State of Delaware. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the State to evidence the State's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

17. **NON-PERFORMANCE:**

In the event the vendor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the vendor. Under no circumstances shall monies be due the vendor in the event open market products can be obtained below contract cost. Any monies charged to the vendor may be deducted from an open invoice.

18. **FORCE MAJEURE:**

Neither the vendor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

19. **CONTRACTOR NON-ENTITLEMENT:**

State of Delaware Contractors for Materiel and for Services shall not have legal entitlement to, nor seek business from another Contractors' Central Contract. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract as they are not a "Covered Agency" as defined by Title 29 Chapter 69 of the State Procurement Code.

20. **EXCEPTIONS:**

Bidders may elect to take minor exception to the terms and conditions of this ITB. Government Support Services shall evaluate each exception according to the intent of the terms and conditions contained herein, but Government Support Services must reject exceptions that do not conform to State bid law and/or create inequality in the treatment of bidders. Exceptions shall be considered only if they are submitted with the bid or before the date and time of the bid opening.

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21. **MANDATORY USAGE REPORT:**

One of the primary goals in administering this contract is to keep accurate records regarding its actual value. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested bidders.

A report shall be furnished by the successful contractor **MONTHLY Electronically in Excel format** detailing the purchasing of all items on this contract. The format to be followed is described herein and shall be filed within fifteen (15) days after the end of each reporting period. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, contractors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals. Vendors not having activity during a specific month, shall reply with a “no activity” if there is no activity during the reporting period.

**The report shall be submitted electronically in EXCEL and sent as an attachment to [vendorusage@state.de.us](mailto:vendorusage@state.de.us) . It shall contain the six-digit department and organization code.**

In accordance with Executive Order 14 – Increasing Supplier Diversity Initiatives within State Government, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to report on the participation by a minority and/or women owned business (MWBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the MWBE, MWBE contact information (phone, email), type of product or service provided by MWBE and any MWBE certifications for the subcontractor (State MWBE certification, Minority Supplier Development Council, Women’s Business Enterprise Council). The format used for this 2<sup>nd</sup> Tier report is found below.

2nd tier reports (second report shown below) shall be submitted to the contracting Agency’s Supplier Diversity Liaison found at [http://gss.omb.delaware.gov/omwbe/docs/sdc/mwbe\\_liaisons.xls](http://gss.omb.delaware.gov/omwbe/docs/sdc/mwbe_liaisons.xls) and the OMWBE at [vendorusage@state.de.us](mailto:vendorusage@state.de.us) on the 15<sup>th</sup> (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

State of Delaware  
Monthly Usage Report

<b>State of Delaware</b>									
<b>Monthly Usage Report</b>									
<b>Supplier Name:</b>				GSS11550-ULSD	<b>Report Start Date:</b>				
<b>Contact Name:</b>			<b>Report End Date:</b>						
<b>Contact Phone:</b>			<b>Today's Date:</b>						
Agency Name or School District	Division or Name of School	Budget Code	<a href="#">UNSPSC</a>	Item Description	Contract Item Number	Unit of Measure	Qty	Contract Proposal Price/Rate	Total Spend
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00

**Note:** A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor. The report shall be submitted electronically in **EXCEL** and sent as an attachment to [vendorusage@state.de.us](mailto:vendorusage@state.de.us) . It shall contain the six-digit department and organization code for each agency and school district.

State of Delaware																	
Subcontracting (2nd tier) Quarterly Report																	
Prime Name:							Report Start Date:										
Contract Name/Number							Report End Date:										
Contact Name:							Today's Date:										
Contact Phone:							*Minimum Required		Requested detail								
Vendor Name*	Vendor TaxID*	Contract Name/Number*	Vendor Contact Name*	Vendor Contact Phone*	Report Start Date*	Report End Date*	Amount Paid to Subcontractor*	Work Performed by Subcontractor UNSPSC	M/WBE Certifying Agency	Veteran/Service Disabled Veteran Certifying Agency	2nd tier Supplier Name	2nd tier Supplier Address	2nd tier Supplier Phone Number	2nd tier Supplier email	Description of Work Performed	2nd tier Supplier Tax Id	Date Paid

**Note:** A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor

22. **BUSINESS REFERENCES:**

In order to have your bid considered, please supply three (3) business references consisting of current or previous customers with your reply. Please include name, address, telephone number, and a contact person. **PLEASE DO NOT UTILIZE STATE OF DELAWARE PERSONNEL FOR REFERENCES.**

23. **ORDERING PROCEDURE:**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

24. **BILLING:**

**The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.**

25. **PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

26. **PRODUCT SUBSTITUTION:**

All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal unless specific approval is given by Government Support Services to do otherwise. However, awarded vendors are highly encouraged to offer any like substitute product (s); either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In such cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

27. **BID/CONTRACT EXECUTION:**

Both the non-collusion statement that is enclosed with this Invitation to Bid and the contract form delivered to the successful bidder for signature **shall** be executed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, Government Support Services. The awarded vendor(s) will be required to complete the new W-9 Form by visiting the Division of Accounting's Website: <http://accounting.delaware.gov> .

28. **CONTRACTOR RESPONSIBILITY:**

The State will enter into a contract with the successful contractor. The successful contractor shall be responsible for all products and services as required by this ITB. Subcontractors, if any, shall be clearly identified in the financial proposal.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

29. **PERSONNEL:**

- a. The Contractor represents that they have, or will secure at their own expense, all personnel required to perform the services required under this contract.
- b. All of the services required hereunder shall be performed by the Contractor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the State.

30. **LIFE CYCLE COSTING:**

If applicable, the specifications contained within this ITB have been developed through Life Cycle Cost Analysis that will allow the State to realize the lowest total cost of ownership and operation over the useful life of the equipment.

31. **ENERGY STAR PRODUCTS:**

The contractor **must** provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency. The offeror is encouraged to visit [www.energystar.gov](http://www.energystar.gov) for complete product specifications and updated lists of qualifying products.

32. **TERMINATION FOR CONVENIENCE:**

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of termination.

33. **TERMINATION FOR CAUSE:**

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

34. **VENDOR EMERGENCY RESPONSE POINT OF CONTACT:**

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week to meet a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the current Delaware Emergency Operations Plan. Failure to provide this information could render the bid as non-responsive.

35. **SUBCONTRACTS:**

Subcontracting is permitted under this ITB and contract. However, every subcontractor shall be identified in the Proposal (Attachment E) and agreed to in writing by the State or as are specifically authorized in writing by the Agency during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

The Vendor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the RFP and with all local, State and Federal Laws. The Vendor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

36. **ZONES:**

The contract scope has been segregated into the three (3) zones listed below:

- New Castle County
- Kent County
- Sussex County

37. **ZERO QUANTITY:**

**Do not leave blanks on pricing spreadsheet (Appendix B). If you are submitting a no bid, please list "no bid".**

38. **INVOICES:**

The successful vendor is required to break out the invoice as follows: price per gallon, delivery charge, applicable taxes (see item #4 Pricing, pages 13-14) and total price.

Additional information that is required to be on the invoice is as follows:

1. Name of Supplier
2. A statement that the oil complies with the specifications for Diesel Fuel as defined by ASTM D396 AND ASTM D975.
3. Percent of sulfur in Fuel as determined by one (1) of the following ASTM methods: D 129, D1552, D2622 OR D 4294, and
4. Method used to determine sulfur content.
5. A statement that the oil samples were obtained in accordance with either ASTM methods D4057 or D4177.

Any invoice that is not in the above format will be returned.

STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

39. **USE OF FUEL:**

Fuel sold under this contract will be used by state agencies, school districts, municipalities, volunteer fire companies and political subdivisions.

40. **STORAGE TANK COMPLIANCE CERTIFICATION/DOCUMENTATION:**

Agencies are advised that they shall **NOT** sign storage tank compliance certification or any other documentation they receive from the contractor(s). They are to fax a copy of all such items to the Contract Officer immediately upon receipt.

41. **CONFIDENTIALITY:**

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Committee or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 *Del. C.* Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a Vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain Attachment G describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 *Del. C.* § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

If the Vendor does not have any documents it declares confidential or proprietary, Attachment G should be completed by checking the appropriate box found at the top of the attachment.



STATE OF DELAWARE  
Office of Management and Budget  
Government Support Services

42. **DOC SECURITY REQUIREMENTS & PROCEDURES:**

1. **REQUIREMENTS:**

The correctional facility has issued regulations to be observed by all contractors, their subcontractors (if any) and employees and other firms providing services for or otherwise assigned to or working on the project in order to minimize disruption to prison operations, maintain security and facilitate the construction process. While working inside the prison facilities on a regular or occasional basis, it must be clearly understood that prison security requirements will at all times take precedence over construction operations. The contractor shall comply with all such regulations and consider the regulations when preparing his/her bid.

2. **WORKING AT A DEPARTMENT OF CORRECTION FACILITY:**

- a. In order for the Department of Correction (DOC) to ensure security on the job site, the prime contractor shall submit a list of all proposed workers who will be working on the site to the DOC including name, social security number, age, sex, race and date of birth. This list shall include all sub-contractors (if any) and any vendors requiring access to the secure perimeter of the facility.
- b. Workmen will not be permitted on the campus without approval.
- c. All tools, equipment, supplies, etc., shall be removed from the compound building daily.
- d. A list of tools must be supplied with each truck. Inventory shall be taken by the contractor at the beginning and end of each workday. Correctional Officers reserve the right to inspect and inventory all toolboxes, workmen and trucks. Report all missing tools immediately. Leave all unnecessary tools at the shop.
- e. Trucks should be kept clean of debris. Trash within the vehicle increases the amount of time required to inspect the vehicles.
- f. Proper construction clothing is required. Short pants are not permitted.
- g. Contractors shall include, in their bid, a sufficient amount of time to enter and depart the facility in a given day. As an example of previous projects at a Department of Correction site, it takes between one half hour to one hour to enter or leave the facility.
- h. Contractor is advised that only limited movement will be permitted while inside the compound.
- i. Contractors are requested to notify the Director of Custody of Operations upon the termination of worker's services in order that the identification card on file can be pulled and rendered inactive.
- j. Completion of a Security Clearance Application will be required for all personnel (see next page for Security Clearance Application form).

**DELAWARE DEPARTMENT OF CORRECTION  
BUREAU OF PRISONS  
SECURITY CLEARANCE APPLICATION  
PLEASE PRINT CLEARLY**

NAME: \_\_\_\_\_  
(LAST) (FIRST) (MIDDLE)

**LIST ALL OTHER NAMES YOU HAVE USED INCLUDING MAIDEN, NICKNAMES, RELIGIOUS NAMES:**

---

DOB: \_\_\_\_\_ PLACE OF BIRTH: \_\_\_\_\_ SSN #: \_\_\_\_\_

SEX: ☐ MALE ☐ FEMALE RACE: ☐ WHITE ☐ BLACK ☐ OTHER LICENSE #/STATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ APT #: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

DO YOU HAVE A CRIMINAL CONVICTION AND/OR ARREST ANYWHERE: ☐ YES ☐ NO IF YES, FILL OUT BELOW.

CITY/STATE OFFENSE OCCURRED: \_\_\_\_\_ DATE: \_\_\_\_\_

COUNTRY (IF OTHER THAN USA): \_\_\_\_\_

OFFENSE: \_\_\_\_\_ SENTENCE: \_\_\_\_\_

ARE YOU PRESENTLY UNDER DEPT OF CORRECTION SUPERVISION: ☐ YES ☐ NO IF YES, WHAT:

DO YOU HAVE A CRIMINAL ARREST OR CONVICTION, TO INCLUDE ANY CHARGES THAT WERE DISMISSED, NOLLE PROSSED, OR PARDONED? ☐ YES ☐ NO IF YES, WHAT: \_\_\_\_\_

ARE YOU RELATED IN ANYWAY TO ANYONE INCARCERATED IN A DELAWARE INSTITUTION? : ☐ YES ☐ NO

IF YES, NAME OF INMATE AND YOUR RELATIONSHIP TO THEM: \_\_\_\_\_

REASON FOR CLEARANCE: \_\_\_\_\_ DATE OF ACTIVITY: \_\_\_\_\_

---

**PLEASE READ AND SIGN:**

I understand that my criminal record information will be verified by prison authorities. I also understand that my application may be rejected for any reason.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

---

**The following is the result of DELJIS and NCIC records check:**

**DELAWARE WANTS/WARRANTS:** \_\_\_\_\_ **DELAWARE CRIMINAL HISTORY:** \_\_\_\_\_

**NCIC WANTS/WARRANTS:** \_\_\_\_\_ **NCIC CRIMINAL HISTORY:** \_\_\_\_\_

**DELJIS/NCIC INVESTIGATOR:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

The above person is ☐ APPROVED ☐ NOT APPROVED to enter the institution on a one time only basis.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### 3. **CONTRABAND/TOOL CONTROL:**

- a. Title 11, Section 1256 of the Delaware Code specifies that “a person is guilty of promoting prison contraband when: (1) they knowingly and unlawfully introduces any contraband into detention facility, or (2) being a person confined in a detention facility, he knowingly and unlawfully makes, obtains, or possesses any contraband.”
- b. No one may introduce into or possess on the grounds of any institution of any of the following that are considered to be contraband except as noted:
  - 1. Any intoxicating beverage.
  - 2. Any narcotic, hypnotic, barbiturate, hallucinogenic drug, central nervous stimulant, or drug except as authorized or approved by an institution affiliated physician.
  - 3. Any firearm or instrument customarily used or designed to be used as a dangerous weapon, or an explosive device, except as authorized or approved by an institution and/or Departmental Administration.
  - 4. Any instrument that may be used as an aid in attempting an escape.
  - 5. Hypodermic needle, syringe, or other article, instrument or substance specifically prohibited by the institution administration except as authorized.
  - 6. Any article of State property for the purpose of removing it from State property without authorization from administrative or supervisory personnel.
- c. In addition to above, no inmate may possess:
  - 1. Tool, instrument or implement which could be used as a dangerous weapon except as are assigned by and used under the supervision of authorized personnel.
  - 2. Money.
- d. Private Contract Repair and Maintenance Workers: Private contracted or contract maintenance workers by, or under contract to perform services, maintenance repair or construction within the institution must complete an inventory listing of all tools, tool boxes and related equipment prior to admittance into the institution. A staff member as so assigned must escort tradesmen or other non-employee workers while in the institution. At entry control points, vehicles and personnel will be searched to include any tools or relating equipment. No tools will remain on the work sites upon departure. Activities must be performed as authorized with proper security and safety precautions.

### 3. **CONTRABAND/TOOL CONTROL (Continued):**

- e. Classification of Tools: It is difficult to classify every specific tool. However, the classification tools can be determined according to the following categories.
  - 1. Restricted tools are items that can be used by inmates either in effecting an escape or causing date or serious injury. The following tools are typical examples:
    - a. Diamond-point drills
    - b. Ice picks
    - c. Hones and sharpening stock
    - d. Metal cutters, blades
    - e. Bolt cutters
    - f. Cleaners
    - g. Cutting torches
    - h. Electric drills, portable
    - i. Electric bench and portable grinders
    - j. Files
    - k. Gear pullers
    - l. Diamond point and regular hacksaw blades
- f. Lost or stolen tools must be reported to security of the Department of Correction.
- g. Broken saw blades must be removed from the property (not left or discarded on site).

### 4. **GENERAL REQUIREMENTS:**

- a. All tools will be accounted for by the worker and escorting officer upon completion of daily work.
- b. Workers, once entering controlled areas, are not permitted to wander from the work area. Should a worker need to go to another area, he/she will be escorted by an officer.
- c. Should work require more than one day to complete the job, permission to construct and use temporary storage facilities is solely at the discretion of prison authorities. The facility will not accept responsibility for any loss or damage to materials left on site. All tools and equipment should be removed daily.
- d. It is essential that construction operation and debris removal be conducted in a manner to assure that materials that may be used as weapons do not fall into the hands of inmates.
- e. Anything of unusual nature as loss of a key, identification cards, tools, piping, etc., shall be reported immediately to the escorting officer.
- f. In the event that construction requires the description of plumbing, electrical power, etc., the Director of Custody of Operations must receive at least twenty four (24) hours advance notice in order to preserve security and not to disrupt routine activities. When temporary shutdown of service is unavoidable, the work shall be completed at night during a time when the institution's routine will not be interfered.
- g. Workers will be denied access to controlled areas should they have relatives or close friends incarcerated in the facility.

4. **GENERAL REQUIREMENTS (Continued):**

- h. Workers shall be subjected to all rules and regulations and shall comply with the escorting officers' instruction accordingly.
- i. Inmates are not permitted to franchise with the public or contractors.

5. **SPECIAL REQUIREMENTS:**

- a. Materials shall be moved through the buildings using rubber tire vehicles which shall be properly controlled at all times to avoid damage to existing walls, floors, and ceiling surfaces, including doors and door and/or window frames.
- b. Water damage will not be tolerated and it is incumbent upon the contractor to take all steps necessary to keep the existing premises dry at all times.
- c. All welding and cutting shall be performed by qualified and certified welders. Certificates shall be on file with the Construction Manager prior to commencement of any welding.
- d. Existing streets, pavements, lawns, curbs and other finished surfaces disturbed or damaged by excavation or other construction activities shall be repaired and restored to their original conditions to the satisfaction of the Owner and local authorities.

6. **SITE SECURITY:**

The following regulations must be observed by all persons having any association with the construction of this project (employees, subcontractors, workmen, service men, manufacturer's representative, etc.):

a. Photo Identification Card

- 1. Each trade subcontractor shall submit a list of workers who will be on site. The list will contain the following information on each employee:
  - a. Name;
  - b. Date of Birth;
  - c. Social Security Number; and
  - d. Address.
- 2. Each trade subcontractor will pick up the photo identification cards at the Main Gate (where they will be secured when not in use). He will transport the identification cards and issue the identification card upon arrival of the construction workers (after identifying the worker). The cards will be collected at the end of the day and returned to the Main Gate.

b. Assigning Men to the Site

- 1. Each trade subcontractor shall notify the Maintenance Superintendent twenty four (24) hours in advance, but not later than 12:00 Noon, on the previous work day before sending men to the project site so an officer can be assigned to accompany all his personnel.

c. Tools and Materials

6. **SITE SECURITY (Continued):**

1. No tools or materials shall be left unguarded at any time, and tools shall be removed from the working areas at the end of each working day or at anytime the workmen and assigned officer leave the area.

d. Prison Records

1. Where a workman or representative visiting the institution has a prison record, the trade subcontractor shall be responsible for obtaining the particulars concerning his record and notifying the institution at least seventy two (72) hours in advance of his visit. The institution will then notify the trade subcontractor and either provide or deny permission for that person to enter the institution. Any workman denied entrance to the institution must be replaced by the trade subcontractor or subcontractor at no additional cost.

e. Workmen Lunch Area/Searches

1. Workmen are expected to stay in their respective working areas during their lunch period unless leaving the grounds is permitted.
2. All workmen are expected to submit to a search of themselves, toolboxes, lunch containers, and vehicles at any time if the search is deemed necessary.

f. Prohibited Items

1. The following items are prohibited from being brought onto the prison grounds and construction site:
  - a. Alcoholic beverages and drugs
  - b. Explosive and firearms
  - d. Tobacco products

g. Working Dress and Workmen

1. Workmen will maintain proper attire while working at the institution.

- h. It is forbidden to aid or abet the escape of any inmate, or to advise, connive or assist in any escape, or to conceal any inmate after escape, or withhold information pertaining thereto. Violation of this prohibition can result in prosecution and the law provides for punishment of fine and imprisonment.
- i. It is likewise strictly forbidden to bring into or take out of the prison either for pay, or for favor, for any inmate, any article, without the proper authorization from the Maintenance Superintendent.
- j. It is forbidden to roam at will throughout the prison. Workers are restricted to going directly to those places where the work is conducted and remaining away from all areas where they have no business to conduct.
- k. It is prohibited to socialize, exchange pleasantries, or conduct business with inmates in traffic areas hallways, center areas, etc. Affectionate or intimate behavior between official visitors and inmates is prohibited.

6. **SITE SECURITY (Continued):**

- l. All automobiles are to be parked in a location designated by the Maintenance Superintendent. Parked vehicles must always have the ignition and doors locked.
- m. No photographs may be taken without proper authorization. No public news releases may be given without similar authorization.
- n. Escorting of any person, not previously approved, onto the prison grounds or into the prison is prohibited.
- o. The offering and giving of any tips, gratuities, fees, etc. to any inmates or prison personnel are strictly prohibited.
- p. The use of indecent, abusive, or profane language is forbidden anywhere on the prison property.
- q. Civilian or other clothing should not be left carelessly in places where it may be acquired and worn by inmates.
- r. In the event an acquaintance, friend, or relative of contractor's employee should be an inmate of the institution at which work is being conducted, it is advisable that the contractor communicate this confidentially to the Maintenance Superintendent.
- s. Tools and Equipment Safety
  - 1. Flammable Liquids: Maintain flammable liquid (e.g., gasoline, fuels, etc.) in secure containers at all times, in compliance with OSHA regulations.
  - 2. Tools: Maintain tools and related equipment (e.g. sprinkler heads, hydrants, wires, cables, ducts, manholes, posts, poles, signals, alarm boxes, etc.) at all times.
  - 3. Powder Actuated Tools: Comply with Owner's and Maintenance Superintendent direction for control of powder used and stored.
- t. Construction Personnel Vehicle Parking
  - 1. Parking spaces for privately owned vehicles operated by construction personnel may be limited.
  - 2. The Maintenance Superintendent will assign areas within the prison site for parking. Sufficient space will be provided to park privately owned vehicles operated by construction personnel on site.

CONTRACT NO. GSS11550-ULSD  
ULTRA LOW SULFUR DIESEL  
TECHNICAL SPECIFICATIONS

1. **ULTRA LOW SULFUR DIESEL:**

The quality of the Ultra Low Sulfur Diesel (ULSD), offered by the bidder(s) for this Contract, shall be homogenous fuel oil, suitable for diesel engines, and it shall conform to the requirements of ASTM D975, or the latest revision thereof, except as listed differently elsewhere herein.

Below are the technical specifications which must be met for Ultra Low Sulfur Diesel supplied under this contract.

NOTE: All test references shall be ASTM method, as indicated herein, or approved equivalents.

Parameter	Test Method	Min	Max
Ash, wt %	D482		0.01
Carbon Residue: Ramsbottom on 10% btms	D524		0.35
Cetane Index	D976, D4737	40	
Cetane Number	D613	40	
Cloud Point, deg F	D2500, D5771, D5772, D5773		
-September 1 through March 31			15
-April 1 through August 31			20
Color, ASTM	D1500, D6045		2.5
Color, Visual		Undyed	
Copper Corrosion, 3 hrs @ 122 deg F	D130		1
Distillation: 90 % recovered, deg F	D86	540	640
Flash point, deg F	D93	125	
Haze Rating @ 77 deg F	D4176		2
Pour Point, deg F	D97, D5949, D5950, D5985		
-September 1 through March 31			0
-April 1 through August 31			10
Thermal stability, 90 minutes	D6468	70	
@ 302 deg F Reflection Pad Rating, %			
Total Sulfur, ppm (by weight)	D2622, D4294, D5453, D7039		15.0
Viscosity, cSt @ 104 F	D445	1.9	3.4
Water & Sediment, vol %	D1796, D2709		0.05



## **TECHNICAL SPECIFICATIONS**

### **2. DELIVERY REQUIREMENTS/RESTRICTIONS:**

Delivery of product shall be made by metered truck, be accompanied with a printed meter slip, which clearly indicates the quantity delivery, and be free from residues or contaminates from previous loads. Each agency shall make its own arrangement with the supplier with regard to how delivery tickets shall be handled.

The following information shall be supplied at the time of each delivery of product:

1. Name of supplier.
2. The type of fuel being delivered.
3. Percent of sulfur in fuel.
4. Method used to determine sulfur content.

All tanks, 5,000 gallon and over shall be filled by the submerged fill method and the contractor shall provide written certification at the time of delivery. Failure to provide the certification may result in the termination of the contract.

**Submerged Filling:** Filling of a tank truck or stationary tank through a pipe or hose whose discharge opening is entirely submerged when the liquid level is six inches above the bottom of the tank.

Deliveries to all Department of Transportation locations in New Castle, Kent and Sussex Counties will be made between the hours of 8:00 a.m., and 3:00 p.m., Monday through Friday, unless otherwise requested for emergencies.

Deliveries to the Division of Facilities Management buildings in New Castle, Kent and Sussex Counties will be made between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday.

Delivery hours for ordering schools and agencies shall be from 7:00 a.m., to 5:00 p.m., Monday through Friday.

**NOTE:** If delivery is made on a weekday, and the weekday is a holiday, the price per gallon shall be based on the previous day.

### **3. ORDERING PROCEDURE:**

Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. Successful contractors are required to have either a local telephone number within the (302) area code, a toll free 800 number, or agree to accept collect calls. During the heating season contractors must make provisions for accepting orders on a 7 day per week/24 hour basis.

Order for product may be on a "will call" basis or an "automatic delivery" system may be set up. Automatic deliveries shall be established between the contractor and the ordering agency only after specific information regarding the account has been realized.

## **TECHNICAL SPECIFICATIONS**

### **4. MINIMUM DELIVERY:**

Minimum delivery shall not be less than 100 gallons into one (1) tank on tank wagon deliveries. The minimum order for Motor Transport Deliveries shall be 4,000 gallons. Purchasing of less than minimums qualify for contract pricing at the vendor's discretion, including tank top-offs for tank testing. However, in no case shall pricing exceed the contractor's normal retail pricing for purchasing of less than 100 gallons, regardless of delivery circumstances.

### **5. DELIVERY RESPONSE REQUIREMENT:**

A. Normal Delivery - All deliveries shall be completed by the end of the day following the date of the verbally given order or the day after receiving a written purchase order. "End of the day" is defined as 5:00 p.m. **Agencies are responsible for obtaining samples of product from each tank prior to delivery into the facilities tank.**

B. Emergency Delivery - If an agency determines itself to be out of fuel or in an impending out of fuel condition, the ordering agency may "DECLARE AN EMERGENCY". Under those extreme conditions delivery must be made within **eight (8) hours** of the "DECLARATION".

**NOTE:** The New Castle County Courthouse (NCCC) is an exception to the eight (8) hour emergency delivery stated above. The NCCC, in an emergency situation may require delivery within a two (2) hour window. **IF** the contracted vendor is unable to provide fuel within the emergency window requested, the NCCC may procure fuel from the open market at no penalty to the contracted vendor.

C. Automatic Delivery - Keeping the tank filled shall be the responsibility of the contractor. It is expected that these accounts shall have the highest priority for service should they be allowed to reach an emergency situation.

**Contractor(s) who repeatedly allow a tank on Automatic Delivery to run out of fuel shall be liable for all cost incurred for the repair of the tank and associated equipment. It may also result in the termination of their contract.**

### **6. LATE DELIVERY/VENDOR-AGENCY RESPONSIBILITIES:**

During the peak of the heating season situations arise that make it difficult to comply with the delivery response requirements. As soon as the contractor determines that the delivery will be late the following steps shall be taken:

A. Contractor shall contact the ordering agency and confirm a realistic delivery time. The agency must then determine if that is acceptable. If the projected delivery time is unacceptable then:

B. Contractor may select another distributor who is able to make the delivery on time. The ordering agency must then obtain permission from the contractor for this alternative. Contracted pricing and invoicing shall be the responsibility of our contracted vendor.

## **TECHNICAL SPECIFICATIONS**

### **6. LATE DELIVERY/VENDOR-AGENCY RESPONSIBILITIES:** (Continued)

C. If the contractor fails to contact the ordering agency regarding a late delivery or if another distributor cannot be mutually secured in order to make an on time delivery, then the ordering agency may after it determines that a critical situation exists, place an order on the open market. In that situation the contractor shall pay the consequences as stated on page 19, paragraph No. 16 - Non-Performance.

D. It shall be the responsibility of both the contractor and the ordering agency to establish a contact person and telephone number in order to handle late delivery situations.

These requirements are designed to help open communications between the agencies and the contractor. They are not designed to open the door for other non-documented SUBCONTRACTING deliveries.

### **7. SPILLAGE:**

All spillages must be corrected on an immediate basis to the satisfaction of the ordering agency. All associated cost including materials and labor shall be borne by the contractor. Damage resulting from a spillage shall be the responsibility of the contractor. The contractor shall immediately notify the below listed office of all spillages:

Division of Air and Waste Management  
24 hour Hotline  
In State Phone No.: 800-662-8802  
In/Out of State Phone No.: (302) 739-5072

### **8. PRODUCT QUALITY/TESTING/LIABILITY:**

A. Product sold to Agencies, School Districts and other facilities purchasing under the terms and conditions of this contract shall be tested according to the procedures and specifications outlined by ASTM designation D396, ASTM designation D975 or any subsequent revision. Additionally, ASTM D2622 will be used as the basis for enforcement of any Sulfur content violations.

B. The purchasing facility shall obtain a sample of product from each tank truck prior to delivery into the facility's storage tank. Samples will be obtained and stored in a manner that precludes contamination by foreign substances.

C. Periodically, retained product samples shall be submitted to an independent laboratory for testing according to the noted procedures and specifications. Samples will also be tested if changes in, or problems with burner or boiler operation or performance point to a specific need for confirmation of product quality.

D. From time to time, at the direction of the Division of Facilities Management Energy Office, samples of product shall be obtained from Contractor's tank trucks. The samples obtained for the Energy Office will be subject to the tests and specifications noted in paragraph A. If product tested for the Energy Office fails to meet specifications, the contractor shall be subject to the same liabilities associated with the outcome of test performed for the purchasing agencies.

## **TECHNICAL SPECIFICATIONS**

### **8. PRODUCT QUALITY/TESTING/LIABILITY:** (Continued)

E. The contractor shall be liable if product fails to meet specification. Liability shall include, but is not limited to, the cost of burner or boiler service, materials, parts replacement, labor, the cost of property damage such as broken water lines and/or steam lines resulting from burner shut down and time lost due to building closure. Liability shall also include the cost of product remaining in the tank, storage tank.

F. If, during testing, it is determined that moisture and sediment and/or ash content exceed specifications limits (as a % of Weight), the contractor will credit the purchasing facility according to the following calculation.

$$\% \text{ Ash} * + \% \text{ Moisture \& Sediment} ** \times \text{Purchase Quantity} \times \$ * \% \text{ Ash} = \text{Measured Ash}$$
  
(%Weight) - Maximum Allowable Ash (%Weight)

$$\% \text{ Moisture \& Sediment} = \text{Measured Moisture \& Sediment (\% Volume)} - \text{Maximum Allowable Moisture \& Sediment (\% Volume)}$$

G. The contractor will bear the cost of laboratory testing if samples fail to meet specifications.

H. In the event liabilities are assessed against the contractor, the purchasing agency may deduct the amount assessed from unpaid invoices prior to payment.

### **9. ADDITIONAL APPENDICES:**

The following Appendices (attachments) should be considered part of the contract documentation:

- Appendix A – Tank Size by County (and estimated utilization).

The Appendix A has been provided for reference only. The tank sizes and estimated utilization will provide additional information, but are not a guarantee of future contract utilization. Agencies reserve the right to add, delete or amend tank size and location throughout the life of the contract. Prices paid for delivery of fuel will be equivalent for the size tank currently located on the premises.

- Appendix B – Pricing Spreadsheet.

The Appendix B is required for any vendor making a bid for the delivery of ULSD. There are three (3) tabs that must be included as part of the bid response paperwork.

**Vendors are requested to bid on every county and every tank size listed.**

- Appendix C – FY2011 Usage.

The Appendix C is a summary of actual usage by agencies procuring ULSD and LSD from the Fiscal Year 2011 period (July 2010 through June 2011). The Appendix C has been provided for reference only and is not a guarantee of future contract utilization.

**All Appendices are available at the following site:**

**[www.bids.delaware.gov](http://www.bids.delaware.gov)**

**BID QUOTATION REPLY SECTION**

**CONTRACT NO. GSS11550-ULSD**

**Ultra Low Sulfur Diesel**

Please fill out the attached forms fully and completely and return with your bid in a sealed envelope clearly displaying the contract number to Government Support Services by Tuesday, October 4, 2011 at 1:00 PM (Local Time) at which time bids will be opened.

**Bids shall be submitted to:**

**STATE OF DELAWARE  
GOVERNMENT SUPPORT SERVICES  
CONTRACTING SECTION  
100 ENTERPRISE PLACE - SUITE 4  
DOVER, DE 19904-8202**

**PUBLIC BID OPENINGS**

The public bid opening insures the citizens of Delaware that contracts are being bid fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the bids at the time and place specified and the contract shall be awarded within thirty (30) days thereafter. The main purpose of the bid opening is to reveal the name(s) of the bidders(s), not to serve as a forum for determining the apparent low bidders. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each bid has been determined.

After receipt of a fully executed contract(s), the Delaware public and all bidders are invited to make an appointment with the contracting officer in order to review pricing and other non-confidential information.

**NOTE: ONLY THE BIDDER'S NAME WILL BE READ AT THE BID OPENING**

## Proposal Reply Requirements

The response should contain at a minimum the following information:

1. A brief Vendor Cover Letter including an Applicant's experience, if any, providing similar services.
2. One (1) **paper copy** of the Appendix B bid response paperwork (Tabs 1 through 3). The Appendix B – Pricing Spreadsheet is available on the State of Delaware's bids portal at:  
  
<http://bids.delaware.gov/>
3. One (1) paper copy of the printout (or 'snapshot') of the OPIS price report for September 7, 2011 showing the price quoted in the Appendix B price evaluation. (Philadelphia, PA "OPIS GROSS ULTRA LOW SULFUR DISTILLATE PRICES" for UBD RACK AVG).
4. One (1) complete, signed and notarized copy of the non-collusion agreement (see Attachment C below). **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK**
5. One (1) complete OMWBE application (see link on Attachment D below) – if applicable
6. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment E below) for each subcontractor – if applicable.
7. One (1) completed ITB Exception form (See Attachment F) – please check box if no information
8. One (1) completed Confidential Information form (See Attachment G) – please check box if no information provided will be considered confidential or proprietary.

The items listed above provide the basis for evaluating each vendor's proposal. **Failure to provide all appropriate information may deem the submitting vendor as "non-responsive" and exclude the vendor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.

**All Appendices are available at the following site:** [www.bids.delaware.gov](http://www.bids.delaware.gov)

Once on the referenced site, please select or "click" the link for the Ultra Low Sulfur Diesel contract. Another menu will open and there will be separate links for the bid solicitation and separate appendices.

STATE OF DELAWARE  
OFFICE OF MANAGEMENT AND BUDGET  
GOVERNMENT SUPPORT SERVICES  
CONTRACTING SECTION  
100 ENTERPRISE PLACE – SUITE 4  
DOVER, DELAWARE 19904-8202

NO BID REPLY FORM

**BID # GSS11550-ULSD**

**BID TITLE: ULTRA LOW SULFUR DIESEL**

To assist us in obtaining good competition on our Request for Bids, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Bidder's List by so indicating below, or do not return this form or bona fide bid.

Unfortunately, we must offer a "No Bid" at this time because:

\_\_\_\_\_ 1. We do not wish to participate in the bid process.

\_\_\_\_\_ 2. We do not wish to bid under the terms and conditions of the Request for Bid document. Our objections are:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ 3. We do not feel we can be competitive.

\_\_\_\_\_ 4. We cannot submit a Bid because of the marketing or franchising policies of the manufacturing company.

\_\_\_\_\_ 5. We do not wish to sell to the State. Our objections are: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ 6. We do not sell the items/services on which Bids are requested.

\_\_\_\_\_ 7. Other: \_\_\_\_\_

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_ We wish to remain on the Bidder's List **for these goods or services.**

\_\_\_\_\_ We wish to be deleted from the Bidder's List **for these goods or services.**

**CONTRACT NO.:** GSS11550-ULSD  
**TITLE:** Ultra Low Sulfur Diesel  
**OPENING DATE:** Tuesday, October 4, 2011 at 1:00 PM (Local Time)

### NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Government Support Services.

It is agreed by the undersigned bidder that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this Invitation to Bid including all specifications and special provisions.

**NOTE:** Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Government Support Services.

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

COMPANY NAME \_\_\_\_\_ (Check one)

NAME OF AUTHORIZED REPRESENTATIVE  
(Please type or print) \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

FEDERAL E.I. NUMBER \_\_\_\_\_ STATE OF DELAWARE  
LICENSE NUMBER \_\_\_\_\_

	(circle one)		(circle one)		(circle one)	
COMPANY CLASSIFICATIONS: CERT. NO. _____	<u>Women</u> <u>Business</u> <u>Enterprise</u> <u>(WBE)</u>	Yes No	<u>Minority</u> <u>Business</u> <u>Enterprise</u> <u>(MBE)</u>	Yes No	<u>Disadvantaged</u> <u>Business</u> <u>Enterprise</u> <u>(DBE)</u>	Yes No

[The above table is for information and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:

(COMPANY NAME) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

**AFFIRMATION:** Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES \_\_\_\_\_ NO \_\_\_\_\_ if yes, please explain \_\_\_\_\_

**THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED FOR YOUR BID TO BE CONSIDERED**

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public \_\_\_\_\_ My commission expires \_\_\_\_\_

City of \_\_\_\_\_ County of \_\_\_\_\_ State of \_\_\_\_\_





## State of Delaware

### Office of Minority and Women Business Enterprise Certification Application

The most recent application can be downloaded from the following site:

[http://gss.omb.delaware.gov/omwbe/docs/certapp\\_022510.pdf](http://gss.omb.delaware.gov/omwbe/docs/certapp_022510.pdf)



#### **Complete application and mail, email or fax to:**

Office of Minority and Women Business Enterprise (OMWBE)  
100 Enterprise Place, Suite 4  
Dover, DE 19904-8202  
Telephone: (302) 857-4554 Fax: (302) 677-7086  
Email: [deomwbe@state.de.us](mailto:deomwbe@state.de.us)  
Web site: <http://gss.omb.delaware.gov/omwbe/index.shtml>

STATE OF DELAWARE  
OFFICE OF MANAGEMENT AND BUDGET  
GOVERNMENT SUPPORT SERVICES

SUBCONTRACTOR INFORMATION FORM

<b>PART I – STATEMENT BY PROPOSING VENDOR</b>		
1. CONTRACT NO.  <b>GSS11002-GASOLINE</b>	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OMWBE Classification:  Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY <i>(Signature)</i>	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
<b>PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR</b>		
9a. NAME OF PERSON SIGNING	10. BY <i>(Signature)</i>	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

## ITB Exceptions

CONTRACT NO. **GSS11550-ULSD**

Contract Name: **Ultra Low Sulfur Diesel**

Proposals must include all exceptions to the specifications, terms or conditions contained in this ITB. If the vendor is submitting the proposal without exceptions, please state so below.

☐ By checking this box, the Vendor acknowledges that they take no exceptions to the specifications, terms or conditions found in this ITB.

[illegible]

**Note:** use additional pages as necessary.

**Confidential Information Form**

CONTRACT NO. **GSS11550-ULSD**

Contract Name: **Ultra Low Sulfur Diesel**

☐ By checking this box, the Vendor acknowledges that they are not providing any information they declare to be confidential or proprietary for the purpose of production under 29 Del. C. ch. 100, Delaware Freedom of Information Act.

Confidentiality and Proprietary Information

**Note: Add additional pages as needed.**